

**AMENDMENT NO. 7 TO MERCHANT CARD SERVICES AGREEMENT
State of North Carolina Contract No. 14-008474**

THIS AMENDMENT NO. 7 (the “Amendment”) to Contract No. 14-008474 is hereby made and entered into effective January 31, 2023, by and between (i) the North Carolina Office of State Controller (“NCOSC”) and the North Carolina Department of State Treasurer (“NCDST”) (NCOSC and NCDST hereinafter referred to collectively as the “State”), (ii) First Data Merchant Services, LLC (“FDMS” or “Servicer”), as successor-in-interest to both First Data Merchant Services Southeast, LLC and SunTrust Merchant Services, LLC, and (iii) Wells Fargo Bank, N.A. (“Wells Fargo” or “Bank”), as successor-in-interest to SunTrust Bank, N.A. (now Truist Bank) in SunTrust, N.A.’s capacity as a party to that portion of Contract No. 14-008474 identified as the “SunTrust Merchant Services, LLC Bankcard Addendum to Master Services Agreement” (Servicer, Bank and the State hereinafter referred to collectively as the “Parties”).

RECITALS

WHEREAS, the Parties entered into an agreement on January 31, 2015 (Contract No. 14-008474) (the “Agreement”) for the provision of merchant card processing services by Servicer and Bank to the State (the “MCP Services”), with an initial term of five (5) years and the option, at the sole discretion of the State, to extend the Agreement for two (2) additional one (1) year periods; and

WHEREAS, the Parties subsequently executed Amendment No. 1 to the Agreement on December 21, 2015 to provide for the quarterly reimbursement of certain administrative fees paid by the State in association with the State’s use of the MCP Services; and

WHEREAS, the Parties subsequently executed Amendment No. 2 to the Agreement on November 22, 2016 in order to (i) make electronic benefits transfer (“EBT”) services part of the MCP Services generally available to the State under the Agreement; (ii) add EBT processing and balance inquiry fees to the schedule of fees associated with the MCP Services generally; and (iii) conform the Agreement to recently enacted legislation, N.C. Session Law 2016-85, which modified certain provisions of Chapter 143B of the North Carolina General Statutes governing the State’s procurement of information technology;

WHEREAS, the Parties subsequently executed Amendment No. 3 to the Agreement on November 4, 2019 in order to make the following products and services part of the MCP Services generally available to the State under the Agreement: (i) Convenience Fee Services, (ii) CardConnect Gateway and SnapPay Services, and (iii) Clover Services and Equipment; and

WHEREAS, the Parties subsequently exercised the first one-year renewal option available under the Agreement by executing a Notice of Extension dated January 29, 2020, thereby extending the terms of the Agreement for an additional one-year period, effective January 31, 2020 through January 30, 2021; and

WHEREAS, the Parties subsequently executed Amendment No. 4 to the Agreement effective December 3, 2020 in order to make Data File Manager Services part of the MCP Services generally available to the State under the Agreement, as well as to provide for additional point-of-sale equipment and pricing; and

WHEREAS, the Parties subsequently exercised the second one-year renewal option available under the Agreement by executing a Notice of Extension dated February 1, 2021, thereby extending the terms of the Agreement for an additional one-year period, effective January 31, 2021 through January 30, 2022; and

WHEREAS, on January 24, 2022, in contemplation of the Agreement's impending expiration on January 30, 2022 (with the Parties having already exercised both one-year renewal options provided for under the original terms of the Agreement), the Parties executed Amendment No. 5 to the Agreement to provide for a one-year extension of its terms, with the period for extension to commence on January 31, 2022 and to expire on January 30, 2023; and

WHEREAS, the Parties subsequently executed Amendment No. 6 to the Agreement effective December 20, 2022 in order to incorporate account validation services into the PayPoint Services already available to the State under "Schedule H" to that portion of the Agreement identified as the "SunTrust Services, LLC Bankcard Addendum to Master Services Agreement"; and

WHEREAS, the Parties, in contemplation of the Agreement's impending expiration on January 30, 2023 (at midnight), now wish to extend the Agreement for an additional period of one year;

WHEREAS, in addition, the Parties wish to memorialize Bank and Servicer's assumption of all rights and obligations accruing to Bank and Servicer's respective predecessors-in-interest under the terms of the Agreement (as amended) by updating the Agreement accordingly;

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, the Parties hereto do mutually agree as follows:

1. Non-State Parties in Interest.

- a. The Parties acknowledge and agree that, as a result of various mergers, dissolutions, and other business entity reorganizations:
 - i. FDMS is the successor-in-interest to both First Data Merchant Services Southeast, LLC and SunTrust Merchant Services, LLC for purposes of the Agreement; and
 - ii. For purposes of the Agreement, Wells Fargo is the successor-in-interest to SunTrust Bank, N.A. (now Truist Bank) in SunTrust Bank, N.A.'s capacity as a party to that portion of the Agreement identified as the "SunTrust Merchant Services, LLC Bankcard Addendum to Master Services Agreement."
- b. Servicer and Bank (FDMS and Wells Fargo, respectively) hereby ratify and confirm the Agreement, as amended. Further, should any claim(s) arise under the Agreement in connection with the performance of MCP Services, Servicer and Bank agree to accept responsibility and liability therefor, in accordance with the terms of the Agreement related to Servicer and Bank.

2. Extension. The Agreement between the Parties, and all rights and obligations attendant thereto, shall be extended for an additional period of one year, with such period to commence on January 31, 2023 and to conclude on January 30, 2024.

3. Counterparts. The Parties may execute this Amendment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Amendment.

4. Effect of Amendment. This Amendment modifies the Agreement only as expressly provided herein. All other terms, conditions and provisions of the Agreement shall remain in full force and effect, modified only to the extent necessary to accomplish the purpose of this Amendment.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment as of the dates written below.

NORTH CAROLINA OFFICE OF STATE CONTROLLER

3512 Bush Street
Raleigh, NC 27609

Nels Roseland

Name

State Controller

Title

DocuSigned by:

Nels Roseland

91FBA3EC10EB43C...

Signature

1/31/2023 | 10:55 AM EST

Date

NORTH CAROLINA OFFICE OF STATE TREASURER

3200 Atlantic Avenue
Raleigh, NC 27604

W. T. Brinn, Jr.

Name

W.T.Brinn Jr. Chief Deputy Treasurer

Title

DocuSigned by:

W. T. Brinn, Jr.

D9B80AAB6C4B428...

Signature

1/31/2023 | 09:50 AM EST

Date

WELLS FARGO BANK, N.A.

By Power of Attorney to First Data Merchant Services, LLC

Shane McCullough

Name

Authorized Signer

Title

DocuSigned by:

Shane McCullough

A67BCA183AF0465...

Signature

1/30/2023 | 18:09 PM CST

Date

FIRST DATA MERCHANT SERVICES, LLC

2900 Westside Parkway
Alpharetta, GA 30004

Shane McCullough

Name

Authorized signer

Title

DocuSigned by:

Shane McCullough

A67BCA183AF0465...

Signature

1/30/2023 | 18:09 PM CST

Date